

SCHEDULES

SCHEDULE 23

Section 256

PRE-CONTRACT INFORMATION AND REMINDER NOTICES

PART 1

KEY PRE-CONTRACT INFORMATION

- 1 The information referred to in section 256(1)(a) is as follows.
- 2 If section 254(2) applies to the contract—
 - (a) that the contract will continue, or continue for a fixed term, unless the consumer takes steps to bring the contract to an end, or to an earlier end,
 - (b) that until the contract comes to an end the consumer will continue to incur liabilities under the contract, and
 - (c) any minimum period that must elapse before the consumer can bring the contract to an end.
- 3 If section 254(3) applies to the contract—
 - (a) that the consumer will be charged, or charged at a higher rate, for the supply of goods, services or digital content unless the consumer takes steps to bring the contract to an end before liability for any charge, or higher charge, is incurred by the consumer, and
 - (b) the date on which the consumer will become liable for the first charge, or first higher charge.
- 4 The frequency with which the consumer will become liable for payments under the contract and the minimum amount that the consumer will become liable for on each occasion, or how that amount is to be calculated if the amount cannot reasonably be calculated in advance.
- 5 If different to the information referred to in paragraph 4, the amount that the consumer would become liable for each month if payments under the contract fell due monthly.
- 6 The minimum total amount for which the consumer will become liable under the contract.
- 7 Whether the contract provides for—
 - (a) any changes to the frequency or the amount of payments that the consumer will become liable for under the contract, or
 - (b) any option under the contract for the trader to change the frequency or amount of those payments,and if it does, the detail of those changes or that option.

Status: This is the original version (as it was originally enacted).

- 8 The steps that the consumer must take to bring the contract to an end including any address (including a website or email address) or other contact details the consumer may need in order to take those steps.
- 9 The amount of notice that the consumer must give to bring the contract to an end.
- 10 The period within which reminder notices in relation to the contract will be given in accordance with section 259(3).
- 11 A summary of—
- (a) the consumer’s right to cancel the contract during the initial cooling-off period (or if the consumer may lose that right, that information), and
 - (b) any right the consumer has to cancel during a renewal cooling-off period, and the fact that further details about the rights are set out in the full pre-contract information.

PART 2

FULL PRE-CONTRACT INFORMATION

- 12 The information referred to in section 256(1)(b) is as follows.
- 13 The information set out in Part 1 of this Schedule.
- 14 The main characteristics of the goods, services or digital content, to the extent appropriate to the medium of communication and to the nature of the goods, services or digital content.
- 15 (1) The identity of the trader and the identity of any other person on whose behalf the trader is acting.
- (2) For the purposes of sub-paragraph (1), “identity” in relation to a trader, means—
- (a) the name of the trader, and
 - (b) if different, the name under which the trader trades.
- 16 (1) The business address and, if different, the service address of the trader, and any business email address and business telephone number of the trader.
- (2) For the purposes of sub-paragraph (1) and paragraph 17—
- “business address”, in relation to a person, means—
 - (a) where the person is a body corporate, the address of its registered or principal office,
 - (b) where the person is a firm that is not a body corporate, the address of the principal office of the firm,
 - (c) in a case where neither paragraphs (a) or (b) apply, the address of the person’s principal place of business;
 - “business email address”, in relation to a person, means any email address used by the trader for conducting business;
 - “business telephone number”, in relation to a person, means any telephone number used by the trader for conducting business;
 - “service address”, in relation to a person, means the address at which the person will accept service of documents.
- 17 In relation to any other person on whose behalf the trader is acting—

Status: This is the original version (as it was originally enacted).

- (a) the person’s business address, business email address and business telephone number (if the person has such addresses or such a number), and
 - (b) if different to the person’s business address, the person’s service address.
- 18 All additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable.
- 19 The arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods, to perform the services or to supply the digital content.
- 20 The trader’s complaint handling policy.
- 21 The following information about the consumer’s right to cancel the subscription contract during the initial cooling-off period—
 - (a) when that period begins and ends;
 - (b) how the consumer may exercise the right;
 - (c) if the consumer may lose the right, the circumstances under which that will happen;
 - (d) the consequences of the consumer exercising the right, including—
 - (i) any refund the consumer may be entitled to,
 - (ii) any reason that refund might be diminished, and
 - (iii) in respect of a contract for the supply of goods, whether the consumer will be responsible for returning those goods to the trader, including the likely cost of returning the goods if they cannot normally be returned by post.
- 22 The following information about any right the consumer has to cancel the subscription contract during a renewal cooling-off period—
 - (a) when the first renewal cooling-off period will begin and end;
 - (b) whether there will be further renewal cooling-off periods and, if so, when each will begin and end;
 - (c) how the consumer may exercise the right;
 - (d) if the consumer may lose that right, the circumstances under which that will happen;
 - (e) the consequences of the consumer exercising the right, including—
 - (i) any refund the consumer may be entitled to,
 - (ii) any reason that refund might be diminished,
 - (iii) in respect of a contract for the supply of goods, whether the consumer will be responsible for returning those goods to the trader.
- 23 A reminder of the statutory rights of the consumer under Part 1 of the Consumer Rights Act 2015.
- 24 (1) The existence and conditions of after-sale customer assistance, after-sales services and commercial guarantees.

(2) In sub-paragraph (1), “commercial guarantee”, in relation to a contract, means any undertaking by the trader or producer to the consumer (in addition to the trader’s duty to supply goods that are in conformity with the contract) to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement

Status: This is the original version (as it was originally enacted).

or in the relevant advertising available at the time of the contract or before it is entered into.

- 25 (1) The existence of relevant codes of conduct and how copies of them can be obtained.
- (2) In sub-paragraph (1), “code of conduct” has the meaning it has in [section 249](#).
- 26 The existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader.
- 27 (1) The functionality, including applicable technical protection measures, of digital content and any relevant compatibility of digital content with hardware and software that the trader is aware of or can reasonably be expected to have been aware of.
- (2) In sub-paragraph (1), “functionality”, in relation to digital content, includes region coding, restrictions incorporated for the purposes of digital rights management, and other technical restrictions.
- 28 The possibility of having recourse to an out-of-court complaint and redress mechanism, to which the trader is subject, and the methods for having access to it.

PART 3

REMINDER NOTICES

- 29 The information referred to in [section 259\(1\)\(a\)](#) (information that must be contained in a reminder notice) is as follows.
- 30 That the consumer will become liable for the renewal payment to which the notice relates unless the consumer takes steps to bring the contract to an end.
- 31 The date (“the renewal date”) on which the consumer will become liable for the renewal payment and its amount.
- 32 The amount of the previous renewal payment for which the consumer became liable under the contract (if any).
- 33 If the renewal payment to which the notice relates is a higher amount than that previous renewal payment, that information and the difference in the amount.
- 34 If, having not brought the contract to an end before the renewal date, the consumer will become automatically liable for one or more further payments under the contract (ignoring any subsequent renewal payment)—
- (a) the frequency with which the consumer will become liable for those payments, and
 - (b) the minimum amount that the consumer will become liable for on each occasion (or how that amount is to be calculated if it cannot reasonably be calculated in advance).
- 35 The amount of any payments equivalent to those mentioned in [paragraph 34](#) for which the consumer became liable after the previous renewal payment.
- 36 If the payments mentioned in [paragraph 34](#) are (or may be) of a higher amount than any equivalent payments for which the consumer became liable after the previous renewal payment, that information and the difference in the amount (or the difference in how the amount will be calculated).
- 37 The minimum total amount for which the consumer will become liable under the contract if the consumer does not bring the contract to an end before the renewal

Status: This is the original version (as it was originally enacted).

date (ignoring any liability that has arisen, or will arise, before that date), or how that amount is to be calculated if the amount cannot reasonably be calculated in advance.

38 The date on which the consumer will become liable for the next renewal payment, or if the consumer will not become liable for any further renewal payment, the date on which the contract will come to an end.

39 The steps that the consumer may take to bring the subscription contract to an end so as to avoid becoming liable for any further payment under the contract, including—

- (a) any address (including a website or email address) or other contact details the consumer may need in order to take those steps, and
- (b) the date by which any steps must be taken so as to avoid that liability.